

GRANT COUNTY
COMMISSIONERS AGENDA MEETING REQUEST FORM
(Must be submitted to the Clerk of the Board by 12:00pm on Thursday)

REQUESTING DEPARTMENT: Public Works
REQUEST SUBMITTED BY: Shilo Nellis
CONTACT PERSON ATTENDING MEETING: Sam Castro
CONFIDENTIAL INFORMATION: ☐ YES ☒ NO

DATE: 10/03/2023
PHONE: x3501

TYPE(S) OF DOCUMENTS SUBMITTED:		(CHECK ALL THAT APPLY)	
<input checked="" type="checkbox"/> Agreement / Contract	<input type="checkbox"/> AP Vouchers	<input type="checkbox"/> Appointment / Reappointment	<input type="checkbox"/> ARPA Related
<input type="checkbox"/> Bids / RFPs / Quotes Award	<input type="checkbox"/> Bid Opening Scheduled	<input type="checkbox"/> Boards / Committees	<input type="checkbox"/> Budget
<input type="checkbox"/> Computer Related	<input type="checkbox"/> County Code	<input type="checkbox"/> Emergency Purchase	<input type="checkbox"/> Employee Rel.
<input type="checkbox"/> Facilities Related	<input type="checkbox"/> Financial	<input type="checkbox"/> Funds	<input type="checkbox"/> Hearing
<input type="checkbox"/> Invoices / Purchase Orders	<input type="checkbox"/> Grants – Fed/State/County	<input type="checkbox"/> Leases	<input type="checkbox"/> MOA / MOU
<input type="checkbox"/> Minutes	<input type="checkbox"/> Ordinances	<input type="checkbox"/> Out of State Travel	<input type="checkbox"/> Petty Cash
<input type="checkbox"/> Policies	<input type="checkbox"/> Proclamations	<input type="checkbox"/> Request for Purchase	<input type="checkbox"/> Resolution
<input type="checkbox"/> Recommendation	<input type="checkbox"/> Professional Serv/Consultant	<input type="checkbox"/> Support Letter	<input type="checkbox"/> Surplus Req.
<input type="checkbox"/> Tax Levies	<input type="checkbox"/> Thank You's	<input type="checkbox"/> Tax Title Property	<input type="checkbox"/> WSLCB

SUGGESTED WORDING FOR AGENDA: (Who, What, When, Why, Term, cost, etc.)
Contract for Services w/ Eastern Washington University, From 09/25/2023 to 01/31/2024, Cultural Resources Survey for the Road H-SE Project

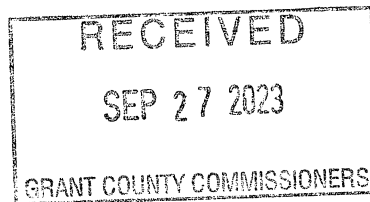
FISCAL / BUDGET IMPACT: You are required to Complete Page 2

LEGAL REVIEW APPROVAL (Complete for Contracts, Agreements, Leases, Ordinances, Etc.)

Signature: _____ Date: _____
(Prosecutor/Deputy Prosecutor)

BOCC ACTION (To Be Completed by BOCC Staff)

☐ APPROVED
☐ DENIED
☐ TABLED/DEFERRED/NO ACTION TAKEN
☐ CONTINUED TO DATE:
☐ OTHER
DATE OF ACTION: _____





CONTRACT FOR SERVICES WITH EASTERN WASHINGTON UNIVERSITY

THIS AGREEMENT, made this 25th day of September 2023, by and between Eastern Washington University, Cheney, Washington 99004, an Agency of the State of Washington (hereinafter "EWU") and

Grant County Department of Public Works
(Name)

124 Enterprise Street SE, Ephrata, WA 98823
(Mailing Address)

(hereinafter Grant County Department of Public Works or "Sponsor")

Recitals:

The Grant County Department of Public Works requires a cultural resources survey for the Road H-SE project in Grant County, Washington.

Archaeological and Historical Services (AHS) on behalf of EWU is qualified and willing to provide professional services as outlined in this agreement.

In consideration of the foregoing and mutual premises hereinafter contained, the parties agree that this agreement will be performed in accordance with the following conditions:

GENERAL CONDITIONS

1. Scope of Work

Work to be performed by EWU: See Attachment A.

2. Performance Period

The performance period of the agreement will extend from the effective date of September 25, 2023 through January 31, 2024 unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date unless otherwise agreed in writing by the parties hereto.

3. Source of Funds

The original source of funds for this agreement was provided by: Grant County Department of Public Works.

This agreement [IS] for applied research.

4. Fixed Cost and Expenditure Limitation

The sponsor will reimburse EWU for the firm, fixed price of \$9,387.94 negotiated under this agreement unless amended by written mutual agreement.

5. Allowable Cost and Payment

A. The sponsor will reimburse EWU for the firm, fixed price negotiated for the performance of this agreement.

B. EWU will submit one invoice upon completion of the project to the Grant County Department of Public Works to obtain payment.'

6. Identification of Program Directors

Bob Bersanti, Engineer Grant County Department of Public Works 124 Enterprise Street SE Ephrata, WA 98823 Phone: (509) 754-6082 Email: bbersanti@grantcountywa.gov	Christopher Casserino, Director Archaeological and Historical Services Eastern Washington University 201 Isle Hall Cheney, WA 99004 Phone: (509) 359-2239 Email: ccasserino@ewu.edu
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7. Contract Management

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Agreement. All notices or other communications required or desired to be sent to either party shall be given or made at the respective addresses of the parties set forth below unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail and shall be deemed to have been given at the time it was mailed.

Matters concerning the technical performance of this agreement should be addressed to the Program Director.

8. Reporting

As appropriate, reporting by Archaeological and Historical Services shall be made in writing.

9. Deliverables

Any deliverables required by this contract are specified in Attachment A. Unless otherwise indicated in Attachment A, the sponsor will review the draft deliverables and any associated materials within 15 working days of the receipt of the draft. EWU will be required to submit the final deliverables, with modifications to address sponsor's comments, on or before the effective end date of the contract unless amended by written mutual agreement.

10. Liability

Each party of this Agreement shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, and agents, to the extent permitted by law. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

11. Nondiscrimination

Sponsor and EWU agree to comply at all times with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment, opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party shall discriminate against any employee, applicant for employment, or against any EWU student on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as "protected veterans") or the presence of any sensory, mental, or physical disability. In the event of Sponsor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Sponsor may be declared ineligible for further contracts with EWU.

12. Records

EWU will maintain adequate financial records, in accord with generally accepted accounting practices, to clearly and easily identify expenses of the agreement, to describe the nature of each expense and to establish relatedness to this agreement. All records related to the agreement shall be reasonably available for inspection by the sponsor. The financial records of this agreement will be retained in accord with Washington State Law and the Uniform Guidance, as applicable.

13. Governing Law and Venue

This agreement shall be governed by and construed in accordance with, the laws of the state of Washington. The venue of any action brought hereunder shall be in The Superior Court of Spokane County, Washington.

14. Debarment/Exclusion

EWU represents and warrants that it is not excluded or debarred by any federal agency from participating in any federal grant or contract, and it is not, to the best of EWU's knowledge, under investigation for any such exclusion or debarment. EWU will notify Sponsor immediately if there are any changes in status under this paragraph.

15. Independent Capacity

Nothing contained in this agreement is intended to create, nor should it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this agreement. This agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the parties. The parties intend that an independent contractor relationship will be created by this agreement. Sponsor and its employees or agents performing under this agreement are not employees or agents of EWU. Sponsor will not hold himself/herself out as or claim to be an officer or employee of EWU or the State of Washington, nor will Sponsor make any claim of right, privilege, or benefit that would accrue to an employee of EWU. Conduct and control of the work will be solely with EWU.

16. Conformance and Severability

If any provision of this agreement violates any applicable federal or state statute, regulation, or rule of law, it is considered modified to conform to that statute, regulation, or rule of law. If any provision of this agreement violates any applicable state or federal statute, regulation, or rule of law, such invalid provisions shall be declared severed and the remainder of this agreement shall remain binding.

17. Waiver

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by an authorized representative of EWU.

18. Entire Agreement

This agreement, including Attachment A, constitutes the sole agreement between the parties with respect to its subject matter. No other statements or representations, written or oral, shall be deemed a part of this agreement.

19. Approval & Modification

This agreement is subject to the written approval of EWU's authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by an authorized representative of each party.

September 25, 2023

Bob Bersanti,
Design/Construction Engineer
Grant County Dept. of Public Works
124 Enterprise St. SE
Ephrata, WA 98823

Re: Cultural Resources Survey of County Road H-SE (from SR262 to Road 12-SE)

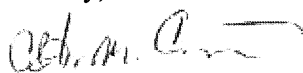
Dear Mr. Bersanti,

This letter and attached cost estimate in the amount of \$9,387.94 comprise AHS' proposal for conducting a cultural resources survey of County Road H-SE, located in Grant County, Washington. This scope of work is based on an area of potential effect (APE) approximately 80 feet wide (40-feet either side of the center line) along the approximately four-mile section of Grant County Road H-SE from SR 262 to Road 12-SE. For this project, AHS will conduct the following four tasks:

- (1) Conduct a comprehensive literature and records review through Washington State Department of Archaeology and Historic Preservation (DAHP) and the General Land Office (GLO), to identify previously recorded cultural/historic resources and the potential for encountering more.
- (2) Conduct a 100 percent walking survey of the approximately 4-mile project APE and record all historic and pre-contact cultural resources. This includes evaluation and recording of historic buildings within 100 feet of the APE. Additionally, we may hand excavate up to 25 shovel probes within the APE. Shovel probes will be used to determine the presence/absence of archaeological deposits in higher probability areas where the width of the APE exceeds the current road prism. Shovel probes will measure approximately 40-cm in diameter and will be excavated to a depth of up to one meter, depending on field conditions. Excavated sediments will be screened through 1/4-inch-mesh hardware cloth. Shovel probes will be backfilled immediately upon completion and any artifacts will be recorded, but not collected.
- (4) Prepare, as necessary, State of Washington Archaeological Site (ASI) and/or Isolate Inventory forms or Historic Property Inventory (HPI) forms. As County Road H-SE is over 50 years of age and thus constitutes a cultural resource, the roadway will be recorded on an HPI form.
- (5) Submit a professional report of findings to Grant County Public Works Department. Submit final report to DAHP, satisfying Section 106 of the National Historic Preservation Act.

Please do not hesitate to contact me if you have any questions. Thank you for this opportunity to assist Grant County with cultural resources compliance needs.

Sincerely,



Christopher Casserino, PhD
AHS Director

Enclosure

September 25, 2023

BUDGET

**Archaeological and Historical Services (AHS), Eastern Washington University
Grant County Rd. H-SE**

Name	Position All Inclusive Hourly Rate	TASK 01	TASK 02	TASK 03	TOTAL HOURS/ DOLLARS
		Research/Field Prep	Fieldwork	Reporting	
Casserino	Director (PI)	4		4	8
	\$94.41	377.64	-	377.64	\$ 755.28
Noll	Program Manager	2		4	6
	\$77.69	155.38	-	310.76	\$ 466.14
Ives	Field Director	3	30	24	57
	\$65.96	195.69	1,956.90	1,565.52	\$ 3,759.72
Archaeologist	Field Archaeologist				0
	\$65.23	-	-	-	\$ -
Archaeologist	Field Archaeologist				0
	\$65.23	-	-	-	\$ -
Walker	Editor			4	4
	\$57.31	-	-	229.24	\$ 229.24
Entze	Historian		10	20	30
	\$61.78	-	617.80	1,235.60	\$ 1,853.40
Graphics Design	Cartographer	2		6	8
	\$65.97	131.94	-	395.82	\$ 527.76
Siedenburger	Fiscal Specialist			12	12
	\$68.70	-	-	824.40	\$ 824.40
		-	-	-	\$ -
Subtotal Hours:		8	40	74	125
Subtotal Labor Costs:		665	2,575	4,939	\$8,415.94

DIRECT COSTS	RATE				
Motor Pool Rental	per day		4		4
	\$71.00	-	284.00	-	\$ 284.00
Mileage	per mile		470		470
	\$0.400	-	188.00	-	\$ 188.00
Meals	per day		4		4
	\$59.00	-	236.00	-	\$ 236.00
Lodging	per night		2		2
	\$107.00	-	214.00	-	\$ 214.00
			-	-	0
			-	-	0
		-	-	-	\$ -
Goods and Services (6% of salaries max.)		-	-	50.00	\$ 50.00
Subtotal Units:		0	480	0	480
Subtotal Direct Costs:		\$ -	\$ 922.00	\$ 50.00	\$ 972.00
TOTAL COSTS		\$ 664.96	\$ 3,496.70	\$ 4,988.98	\$ 9,387.94

AHS Project Estimate

Contractor: Grant County Public Works

Project: Road H-SE Survey (Rd. 12-SE to SR262)

Date: 25-Sep-23

Part I - Salaries, Benefits and Indirect Costs	\$8,415.94
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Part II - Goods and Services	\$50.00
Copies, phone, postage, etc.	

Part III - Travel		
per diem (1 person 3 days @ \$59/day)	\$177.00	
per diem (1 person 1 day @ \$59/day)	\$59.00	
lodging (1 person 2 nights @ \$107/night)	\$214.00	
motor pool (4 days @ \$71/day)	\$284.00	
mileage (470 miles @ \$0.40/mile)	\$112.00	
Subtotal	\$922.00	

Part IV - Contractual Services	\$0.00
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Total	\$9,387.94
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